

EPSTEIN VICTIMS' COMPENSATION PROGRAM ("EVCP")

GENERAL RELEASE

This General Release is made this 3rd day of October 2020.

WHEREAS, DOJ REDACTION (the "Claimant"), submitted a claim for compensation to the Epstein Victims' Compensation Program ("EVCP") asserting that she is a victim of sexual abuse by Jeffrey E. Epstein; and

WHEREAS, the EVCP Program Administrator (the "Administrator") determined pursuant to the EVCP Protocol that Claimant is eligible to participate in the EVCP; and

WHEREAS, after reviewing Claimant's submissions and after careful consideration of documentation and proof, and after due deliberation, the Administrator issued a compensation determination to Claimant ("Compensation Offer"); and

WHEREAS, several jurisdictions within the United States have enacted claims revival statutes concerning the timeliness of claims of sexual abuse; and

WHEREAS, Claimant is aware that, by accepting this Compensation Offer from the EVCP, Claimant waives and releases certain individuals and entities from any and all claims or causes of action arising from Mr. Epstein's conduct, whether pursuant to claims revival statutes or otherwise; and

WHEREAS, after careful consideration of the proposed Compensation Offer, including consultation with her legal counsel regarding the Compensation Offer, Claimant informed the Administrator that Claimant has decided to accept the Compensation Offer.

NOW THEREFORE,

Claimant, for and on behalf of herself and her heirs, devisees, legatees, distributees, executors, administrators, trustees, personal representatives, successors and assigns (collectively, "Releasor"), for and in consideration of One Million Five Hundred Thousand Dollars (\$ 1,500,000.00) (the Compensation Offer) to be received from the EVCP, the adequacy and sufficiency of which are hereby acknowledged, hereby releases and forever discharges the Co-Executors of the Estate of Jeffrey E. Epstein (the "Epstein Estate"), the Co-Trustees of The 1953 Trust, the Epstein Estate, any entities owned or controlled in whole or part by the Epstein Estate (the "Epstein Entities") and their respective current

and former principals, officers, directors, stockholders, managers, members, partners, limited partners, trustees, beneficiaries, administrators, agents, employees, attorneys, predecessors, successors, assigns and affiliates, and any entities or individuals who are or have ever been engaged by (whether as independent contractors or otherwise), employed by, worked in any capacity for, or provided any services to Mr. Epstein, the Epstein Entities or the Epstein Estate (jointly and severally, the "Releasees"), from any and all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, variances, trespasses, damages and judgments, whether sounding in equity, tort, common law, contract, statute, regulation or otherwise and whether now existing, hereafter existing or revived in the future whatsoever in law, admiralty, equity or otherwise, including without limitation any and all claims or causes of action that arise or may arise from or which otherwise concern acts of sexual abuse by Mr. Epstein (the "Claims") which against the Releasees, Releasor ever had, now has or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world through the date of this General Release.

This General Release is a broad release of any and all Claims of Releasor against any and all Releasees, including without limitation any and all causes of action, lawsuits, claims, demands, damages and liability whatsoever, and also including without limitation to the extent of their respective liability for the same, any and all such claims against any and all Releasees for contribution as to any other person or persons who may be determined to have been joint tortfeasors arising out of or in any way related to any and all known and unknown personal injuries, and also including without limitation any derivative claims for loss of consortium, under any federal, state or local law, without limitation. This General Release is all-encompassing and is specifically made and given on the premise that any and all Claims by Releasor are hereby released and extinguished, whether said Claims arose in Florida, New Mexico, New York, the United States Virgin Islands, France or any other country, state, territory, possession or jurisdiction, or otherwise.

This General Release extends to released Claims that Releasor does not know or suspect to exist in her favor, which, if known by Releasor, would have materially affected her decision to enter into this General Release, and Releasor understands and agrees that she is releasing any and all such unknown or unsuspected Claims in Releasees' favor. Releasor acknowledges that she is familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor expressly waives and relinquishes any right or benefit that Releasor has or may have under Section 1542 of the California Civil Code and under any other statute or legal principle with similar effect. In connection with such waiver and relinquishment, Releasor acknowledges that she is aware that, after executing this General Release, Releasor or Releasor's attorneys or agents may discover released Claims or facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this General Release, but that it is Releasor's intent hereby to fully, finally and forever settle and release all of the Claims, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed. In furtherance of this intent, this General Release shall be, and remain in effect as, a full and complete release of the Claims notwithstanding the discovery or existence of any such additional or different Claims or facts.

The Administrator of the EVCP has retained Garretson Resolution Group, Inc. d/b/a Epiq Mass Tort ("Epiq") to verify and resolve any lien or reimbursement claim that may be owed to Medicare Part A and/or Part B ("Medicare") and/or Medicaid with respect to compensation awarded to any participating claimant under the EVCP. If either entity asserts a lien or reimbursement claim, Epiq is hereby authorized to act on behalf of the EVCP to verify and resolve such lien or reimbursement claim. In the Claim Form, Releasor authorized the Administrator to use and/or disclose information as to Releasor for the resolution of Medicare and/or Medicaid liens. This includes providing to Epiq certain information as to Releasor, including: (1) first name, last name and middle initial, (2) Social Security number; (3) date of birth, (4) gender and (5) basic information regarding the nature of Releasor's Claims, and authorizing the Administrator and Epiq to use, exchange and report this information to Medicare and Medicaid, as may be necessary, for purposes of verifying and resolving Medicare and/or Medicaid liens and/or reimbursement claims and ensuring compliance with the Medicare Secondary Payer Act, 42 U.S.C. § 1395(y)(b), and its accompanying regulations. In the event that Epiq resolves the asserted claim or lien, the Epstein Estate will pay the negotiated amount in addition to any Compensation Offer determined by the Administrator.

Releasor represents and acknowledges that she is voluntarily and freely granting this General Release in exchange for payment of the Compensation Offer, and that she is legally competent to execute and deliver this General Release. Releasor further represents that she is represented by legal counsel and has received legal advice prior to

entering into this General Release and that she has been advised by said attorney regarding the terms and conditions of this General Release, which she has completely read and fully understands, including that accepting the Compensation Offer and signing this General Release is a full and final compromise, adjustment and resolution of any and all Claims that Releasor may now have or ever will have against Releasees.

Pursuant to the EVCP Protocol, the Administrator will maintain the confidentiality of all information and documentation relating to claimants who participate in the EVCP Program. This General Release does not require participating claimants to maintain such confidentiality and Releasor may – at Releasor's voluntary and sole option – disclose such information regarding the claims process and/or the Compensation Offer and any other information pertaining to her claim.

This General Release specifically does not include _____ as a Releasee or released party under this Agreement, and all parties expressly acknowledge, agree and understand that any and all claims that Releasor has or may have against _____ are expressly preserved.

Releasor represents and warrants that she has not assigned any Claims released pursuant to this General Release.

Releasor will dismiss with prejudice any and all legal actions – whether lawsuits, probate claims or otherwise – that Releasor has filed against any of Releasees, with each party to bear her, his or its own costs and attorneys' fees and will submit proof of dismissal to the Administrator along with or prior to the signed acceptance of the Compensation Offer and this executed Release.

This General Release contains the entire understanding of the Releasor and the Co-Executors of the Epstein Estate. Any modification of any of the provisions of this General Release shall be effective only if made in writing and executed by Releasor and the Co-Executors of the Epstein Estate with the same formality as this General Release.

IN WITNESS WHEREOF, Claimant has executed this General Release on the date below her signature.

DOJ REDACTION

(Signature: Claimant)

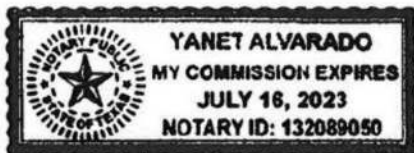
10/3/2020
(Date)

STATE OF Texas)

ss:

COUNTY OF Travis)

On October 3, 2020, before me personally came **DOJ REDACTION** o
me known, who, by me duly sworn, did depose and say that deponent is the Releasor
who executed the foregoing General Release.



Yanet Alvarado
Notary Public

Reviewed and approved:

Type (or print) Name of Claimant: _____

DOJ REDACTION

Attorney for Releasor:

Type (or print) Name of Attorney: Sigrid McCawley

Signature: _____